

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2020-22
AN EMERGENCY ORDINANCE AMENDING SECTION 660.14 OF THE CODIFIED
ORDINANCES RELATING TO UNCLEAN PREMISES**

WHEREAS, the Mayor, Police Chief, Building and Zoning Inspector, and Law Director are recommending that Council amend Section 660.14 of the Codified Ordinances pertaining to Unclean Premises, in order to streamline and simplify enforcement of the Village Unclean Premises Ordinance and clarify what constitutes a violation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 660.14 of the Village Code relating to Unclean Premises, as indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that this amendment will streamline and simplify enforcement of the Ordinance and clarify what constitutes a violation, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

660.14 **UNCLEAN PREMISES.**

~~(a) — Order to Clean Up Premises. Prior to May 10 in every year, the Mayor shall cause a notice or proclamation to be inserted in one or more newspapers of general circulation within the Municipality, ordering persons to clean thoroughly and provide proper drainage for all lands, yards, vaults, cesspools, sheds, and barns and to cause all tin cans, trash, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter to be removed on or about May 10.~~

~~(b) — Sanitary Inspection. Thereafter, in the month of May of each year, the County Health Officer, or in his or her absence, the Chief of Police, or his or her designee, shall make a thorough sanitary inspection of all public and private property in the Municipality and shall transmit his or her report, together with his or her recommendations, to Council on or before the first day of June. A copy of such report shall also be sent to the Ohio Department of Health.~~

~~(c) — Individual Orders for Abatement. If, upon inspection, it is found that the published order has not been complied with as to any lot or parcel of land, or the tree lawn adjacent and abutting thereto, Council shall, by resolution, direct the owner, occupant or person in charge of such land to abate such nuisance within ten days from the receipt of such order setting forth the nature of the violation and the acts required to be done. No person shall fail or refuse to comply with such order. Such resolution shall provide that upon failure or refusal to comply with such order, the work required shall be done by the Municipality, with the amount expended therefor to be a valid claim against such owner, occupant or person in charge, to be charged as a lien upon such land and to be recovered by the Municipality by suit in a court of competent jurisdiction. Such remedy shall be in addition to the penalty provided in subsection (i) hereof.~~

~~(d) — Copy of Resolution to be Served or Published. A copy of the resolution adopted under subsection (c) hereof may be served personally or at the usual place of residence of such owner, occupant or person in charge of such land, or by certified mail, or in lieu of such service, may be published for two consecutive weeks in a newspaper of general circulation in the Municipality.~~

(e) (a) Unclean Premises Prohibited. No owner, occupant, or person in charge of any lot or parcel of land, or of the tree lawn adjacent and abutting thereto, shall at any time cause or permit unsightly items, materials, or debris not appropriate to the area to accumulate on the property. Unsightly items, materials, or debris not appropriate to the area shall include, but not be limited to: motor vehicle parts; construction materials; out of use appliances, mattresses, furniture or other household furnishings; unattached utility trailers; inoperable or unlicensed vehicles, including automobiles, motorcycles, bicycles, boats, watercraft, snowmobiles, recreational vehicles, and mowers; rags; rugs; cans; trash; tires; plastic materials; paints; miscellaneous coverings; dead and/or fallen trees; dead and/or dry brush; grass clippings; dead plant material; items that may cause a fire hazard; items that may act as a breeding place for vermin or insects; items that constitute a public nuisance; items

that are patently grotesque or offensive to the senses; or items that have a blighting or deteriorating effect on the neighborhood. In addition to the above, no owner, occupant, or person in charge of any lot or parcel of land, or the tree lawn adjacent thereto, shall at any time cause or permit water to accumulate thereon and become stagnant; cause or permit culverts, drains, or natural watercourses thereon to become obstructed; or cause or permit any putrid or unsanitary substance to accumulate thereon; or cause or permit tin cans, trash, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter to accumulate thereon.

(f) (b) Placing of Garbage and Refuse on Another's Property. No person shall, without lawful authority, place garbage, waste, rubbish, junk, tin cans, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter as described in subsection (a) hereof on the premises of another.

~~(g) — Periodic Inspection.~~ Independent of the annual clean-up and inspection provided for in subsections (a) and (b) hereof, the County Health Officer, the Chief of Police, or his or her designee, shall make periodic inspection of properties within the Municipality and shall report all violations of subsections (e) and (f) hereof to Council, which shall, by resolution, in the case of a violation of subsection (e) hereof, proceed to order such nuisance abated as provided in subsections (c) and (d) hereof. No person shall fail or refuse to comply with such order.

~~(h) — Enforcement; Cost Recovery.~~ In case of failure or refusal to comply with any such resolution of Council, the work required thereby may be done at the expense of the Municipality and the amount of money expended thereof shall be a valid claim against such owner, occupant or person in charge and a lien upon such land which shall be certified to the County Auditor for collection as other taxes are collected. Such remedy shall be in addition to the penalty provided in subsection (i) hereof.

(i) (d) Penalty. Whoever violates this section is guilty of a minor misdemeanor of the fourth degree and shall be subject to the penalty provided in Section 698.02.

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2020-23
AN EMERGENCY ORDINANCE AMENDING SECTION 1490.075 OF THE CODIFIED
ORDINANCES RELATING TO EXTERIOR PROPERTY AREAS**

WHEREAS, the Mayor, Building and Zoning Inspector, and Law Director are recommending that Council amend Section 1490.075 of the Codified Ordinances pertaining to Exterior Property Areas, in order to clarify what constitutes a violation and synchronize it with the Village Unclean Premises Ordinance (N.V. 660.14).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 1490.075 of the Village Code relating to Exterior Property Areas, as indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that this amendment will clarify what constitutes a violation and synchronize the Ordinance with the Village Unclean Premises Ordinance, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

1490.075 EXTERIOR PROPERTY AREAS.

(a) No owner, ~~operator or tenant~~, occupant or person in charge of any premises shall maintain or permit to be maintained at or on the exterior property areas of such premises any condition which deteriorates or debases the appearance of the neighborhood or creates a fire, safety, or health hazard, including, but not limited to, the following:

- (1) Broken or dilapidated fences, walls or other structures;
- (2) Broken, uneven, or improperly maintained walks or driveways;
- (3) Unusable, dilapidated or out of use appliances, unattached trailers, unlicensed or inoperable motor vehicles, bicycles, boats, watercraft, snowmobiles, recreational vehicles, and mowers, and parts thereof, ~~and boats; and~~
- (4) Rags; rugs; cans; trash; tires; or other materials hung on lines or in other places on such premises, which materials are not being used for general household or housekeeping purposes; broken, dilapidated or unusable furniture, mattresses or other household furnishings; plastic materials, paints, miscellaneous coverings or any other materials or equipment, including those described in this section, placed at or on the premises in such a manner as to be patently unsightly, grotesque or offensive to the senses; and
- (5) Construction materials, dead and/or fallen trees, dead and/or dry brush, grass clippings, dead plant material, items that may act as a breeding place for vermin or insects, items that constitute a public nuisance, or unsightly items, materials or debris.

(b) Each owner, operator or tenant of any premises shall maintain his or her lawns and landscaping so as not to constitute a blighting or deteriorating effect on the neighborhood, and shall not permit weeds or grass to exceed ~~eight~~ six inches in height.

(c) In the event the Building and Zoning Inspector determines that an owner, operator or tenant is in violation of this section, the Building and Zoning Inspector shall notify the offender that the violation shall be remedied within a period of time specified by the Building and Zoning Inspector or the violation notice, which shall not be less than three days nor more than ninety days, based upon the nature of the violation and the reasonable amount of time needed to remedy the violation. If the property is not brought into compliance within the time specified by the Building and Zoning Inspector, the owner, operator or tenant shall be deemed to be in violation of this section. Citations for repeat violations of a similar nature on a particular property within a period of one year may be issued in the absence of service of a violation notice.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-27

**AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
2020 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY
APPROPRIATED IN THAT RESOLUTION**

WHEREAS, as the result of certain occurrences, information, revenues, and expenditures, amendments to the Year 2020 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are desired and required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to better and properly provide for certain revenues and expenditures during the 2020 calendar year, Council hereby and herein authorizes the amendments to the Year 2020 Appropriation Resolution and transfers of items already appropriated in the Year 2020 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

VILLAGE OF NORTHFIELD			
Amendments and Transfer Ordinance 2020			
<u>Amendments to Current Appropriation</u>		<u>Amount</u>	2020-2
240.4000.41430	Federal Grants	\$ 71,086.00	Assistance of Firefighters Grant
240.1200.52502	Capital: Grant Program	\$ 74,640.00	(2) LifePak 15 Cardiac Monitors
240.1200.52701	Debt Principal	\$ 49,110.00	2018 Ford Medix Payoff
240.1200.52702	Debt Interest	\$ 1,235.00	4.578% Interest Rate
<u>RETURN OF ADVANCES</u>			
<u>From</u>	<u>To</u>		
<u>TRANSFERS</u>			
<u>From</u>	<u>To</u>		
General Fund (100)	Police Pension (230)	\$ 7,000.00	*
<u>ADVANCES</u>			
<u>From</u>	<u>To</u>		
For 08/12/20 Council Meeting			
*Retro to 07/31/2020 EOM Close			

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-28
AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF
JESSE FERKO TO THE RECREATION BOARD

WHEREAS, there is currently a vacancy on the Recreation Board, and the Mayor requested application submissions and interviewed candidates for the Board; and

WHEREAS, Section 12.01 of the Charter provides that Recreation Board members are appointed by the Mayor subject to confirmation by a two-thirds vote of those members elected to Council; and

WHEREAS, Jesse Ferko is interested in being appointed to the Recreation Board, is an elector of the Municipality, and does not hold any other Municipal office; and the Mayor desires to appoint Mr. Ferko to the Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Jesse Ferko to the Recreation Board is hereby and herein confirmed. Mr. Ferko shall be appointed to serve for the remainder of the five year term of the vacant seat to which he was appointed, which expires on February 22, 2022.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that the vacancy on the Recreation Board needs to be filled, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-29
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF
CHRISTIAN BOBAK AS A PART-TIME FIRE FIGHTER/PARAMEDIC

WHEREAS, the Officers of the Fire Department have determined that there is a need to add additional members to the Department; and the Fire Chief and Officers have determined that Christian Bobak is an excellent candidate for appointment to the Department; and

WHEREAS, Council desires to confirm the Mayor/Director of Public Safety's appointment of the above individual to the Village's Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Christian Bobak as a Part-Time Fire Fighter/Paramedic with the Northfield Village Fire Department is hereby and herein confirmed. This appointment shall be conditioned upon the completion and passage of the pre-employment physical and drug screen required of new Village employees.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-30

AN EMERGENCY RESOLUTION DIRECTING THE CERTIFICATION OF DELINQUENT GRASS, WEED CUTTING, AND PROPERTY CLEAN UP BILLS TO THE COUNTY FISCAL OFFICER FOR PLACEMENT ON THE TAX DUPLICATE

WHEREAS, Chapter 660 of the Codified Ordinances requires Village property owners to keep all weeds and grass on their property less than six inches in height and remove trash, rubbish, and unsanitary substances on the property; and

WHEREAS, persons that do not comply with Chapter 660 are notified to cut such grass or weeds or remove unsanitary items or be subject to having the work performed by the Village at the property owner's expense; and

WHEREAS, after such condition is remedied by the Municipality, the property owner is sent a bill for such services; and

WHEREAS, if such bill is not paid, Chapter 660 authorizes such charge to be certified to the County Fiscal Officer for placement on the tax duplicate; and

WHEREAS, Chapter 660 of the Codified Ordinances renders such charges a lien against the premises therewith and authorizes the Village to certify delinquencies, along with any other charges specified in the Chapter, to the County Fiscal Officer for placement on the tax duplicate and collection with other applicable property taxes; and

WHEREAS, Council desires to authorize the Village's Finance Director or designee to certify such delinquent accounts to the County Fiscal Officer for placement on the tax duplicate and collection.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein authorizes the certification of the attached delinquent grass, weed cutting, and clean-up accounts to the County Fiscal Officer for placement on the tax duplicate and collection with other appropriate property taxes.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with law.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-31
AN EMERGENCY RESOLUTION DIRECTING THE CERTIFICATION OF
DELINQUENT SEWER MAINTENANCE BILLS TO THE COUNTY FISCAL OFFICER
FOR PLACEMENT ON THE TAX DUPLICATE**

WHEREAS, Chapter 1042 of the Codified Ordinances requires Village property owners to pay quarterly sewer system maintenance charges; and

WHEREAS, Chapter 1042.25 of the Codified Ordinances renders such charges a lien against the premises therewith and authorizes the Village to certify delinquencies, along with any interest, penalties, or other charges specified in the Chapter, to the County Fiscal Officer for placement on the tax duplicate and collection with other applicable property taxes; and

WHEREAS, Council desires to authorize the Village's Finance Director and/or sewer maintenance fee collection agent to certify such delinquent accounts to the County Fiscal Officer for placement on the tax duplicate.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein authorizes the Village's Finance Director and/or sewer maintenance collection agent to certify the attached accounts to the County Fiscal Officer for placement on the tax duplicate and collection with other appropriate property taxes.

SECTION 2. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that such accounts must be certified to the County Fiscal Officer so that the deadline can be met for placement of such charges on the property tax bills that will be mailed in December of 2020. This Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

				SEWER MAINTENANCE			EXHIBIT A	
				DELINQUENT ACCOUNTS				
PROPERTY ADDRESS	PARCEL #	EFFECTIVE TAX YEAR	2019 BALANCE	ANNUAL AMOUNT	FIRST HALF TAX	SECOND HALF TAX	PROJECT TYPE	PROPERTY OWNER
100 VORDERMAN AVE	4102335	2019	158.61	308.61	154.31	154.30	M10	ABRAM, TINA & MIRKA
104 ROSEWOOD	4101991	2019	164.64	314.64	157.32	157.32	M10	JONES, THOMAS
10408 NORTHFIELD RD	4102023	2019	209.41	359.41	179.71	179.70	M10	CANNON PERFORMANCE
10437 VICTORY DR	4100225	2019	151.32	301.32	150.66	150.66	M10	OSTRUH, STEVEN J
107 MAPLE	4101467	2019	151.32	301.32	150.66	150.66	M10	SMALLEY, EDISON
110 BIRCH AVE	4100567	2019	164.64	314.64	157.32	157.32	M10	POSAVEC STJEPAN & POSAVEC ANA
116 HEIGHTS AV	4100124	2019	164.64	314.64	157.32	157.32	M10	PETHTEL, GLENN N SR & WENDY E
117 HEIGHTS	4101113	2019	164.64	314.64	157.32	157.32	M10	FERKO DONALD J
122 KENNEDY	4101475	2019	34.50	184.50	92.25	92.25	M10	POST, DONALD
124 ROSEWOOD AV	4101628	2019	164.64	314.64	157.32	157.32	M10	STARCHER, RONZIL
128 FILLY	4102498	2019	164.64	314.64	157.32	157.32	M10	FIALA ROBERT A JR & FIALA SHELLEY L
131 BIRCH AVE	4101557	2019	164.64	314.64	157.32	157.32	M10	FACIANO, JAMES R.
135 CHESTNUT AV	4100153	2019	164.64	314.64	157.32	157.32	M10	SATOLA, DEBORAH
135 ROSEWOOD AV	4100798	2019	164.64	314.64	157.32	157.32	M10	SCENGIE, MICHAEL L HENTON, BRENDA L
143 CHESTNUT	4101384	2019	164.64	314.64	157.32	157.32	M10	KUSKEY CANDY L
143 SUMMIT AV	4100880	2019	228.74	378.74	189.37	189.37	M10	BLOOM, ALLISON
144 HEIGHTS AV	4100988	2019	70.31	220.31	110.16	110.16	M10	AKINS, SHENA & CHAD G.
148 CHESTNUT AV	4101530	2019	164.64	314.64	157.32	157.32	M10	HIRSHMAN, MELISSA
147 MAGNOLIA DR.	4101636	2019	164.64	314.64	157.32	157.32	M10	BANK OF NEW YORK MELLON TRUST COMPANY TRUSTEE
154 MAY	4100898	2019	34.50	184.50	92.25	92.25	M10	KWIATKOWSKI, BRIAN AND LAURA
155 BIRCH AV	4100072	2019	70.49	220.49	110.25	110.24	M10	YAN, EDWARD
166 SUMMIT AV	4100885	2019	164.64	314.64	157.32	157.32	M10	LANE, MARK E ETC
180 SUMMIT AVE	4102157	2019	5.00	155.00	77.50	77.50	M10	WOLFE, NATHAN A & SYLVIA
183 MAY AVE	4100508	2019	164.64	314.64	157.32	157.32	M10	WILLIAMS, CAROL J HOGARTH
184 MAY AVE	4100322	2019	164.64	314.64	157.32	157.32	M10	JOHNSON, DANE K
186 SUMMIT AV	4100633	2019	164.64	314.64	157.32	157.32	M10	YAX, JAMIE
19 JAMES PL	4100245	2019	42.53	182.53	96.27	96.26	M10	WRAY, SCOTT R.
195 HEIGHTS AVE	4100876	2019	164.64	314.64	157.32	157.32	M10	ASTALOS, JAMES F. & SANDRA J.
214 HEIGHTS AV	4102154	2019	164.64	314.64	157.32	157.32	M10	LUTZ JAMES C III
216 STEEPLE CHASE RUN	4102319	2019	164.64	314.64	157.32	157.32	M10	OROSZLANI, JOSEPH J
217 KENNEDY BLVD	4101928	2019	34.50	184.50	92.25	92.25	M10	TRAN BINH & KUZNICKI ANNA E
217 ROSEWOOD	4100869	2019	155.39	305.39	152.70	152.70	M10	KUHN RICHARD J & KUHN MARIA A
222 MAGNOLIA AVE	4102548	2019	164.64	314.64	157.32	157.32	M10	WILLIAMS SADE S
222 ROSEWOOD AVE	4100367	2019	164.64	314.64	157.32	157.32	M10	SYLLABA, JOHN C & CARRIE J
223 WASHINGTON	4100960	2019	164.64	314.64	157.32	157.32	M10	MERRIMAN AARON E
224 MAY AVE	4100614	2019	164.64	314.64	157.32	157.32	M10	FERKO, MICHAEL J & IDA M
224 STRATFORD DR	4100011	2019	164.64	314.64	157.32	157.32	M10	BERGHAUSER JOSHUA E
225 CHESTNUT AVE	4100389	2019	16.95	166.95	83.48	83.47	M10	GRAVES, JOHN T & MAE T
227 MAGNOLIA AVE	4101510	2019	164.64	314.64	157.32	157.32	M10	KANIESKI, KENNETH J & DONNA S
231 BIRCH AVE	4100707	2019	164.64	314.64	157.32	157.32	M10	MCCONNELL SEAN T
234 HEIGHTS	4101269	2019	8.39	158.39	79.20	79.19	M10	FORTNER, LORRAINE M

				SEWER MAINTENANCE			EXHIBIT A	
				DELINQUENT ACCOUNTS				
PROPERTY ADDRESS	PARCEL #	EFFECTIVE TAX YEAR	2019 BALANCE	ANNUAL AMOUNT	FIRST HALF TAX	SECOND HALF TAX	PROJECT TYPE	PROPERTY OWNER
237 KENNEDY	4101280	2019	151.58	301.58	150.79	150.79	M10	NOWAK JEROME & NOWAK BARBARA A
239 STEEPLE CHASE RUN #1	4102324	2019	164.64	314.64	157.32	157.32	M10	LAKOVIC, NANCY
244 STEEPLE CHASE RUN	4102329	2019	164.64	314.64	157.32	157.32	M10	WOLFE NATHAN A
248 ROSEWOOD AVE	4100716	2019	164.64	314.64	157.32	157.32	M10	COHN, MICHAEL J AND CHRISTIE
249 SUMMIT AV	4100095	2019	164.64	314.64	157.32	157.32	M10	COVERT WALTER W & COVERT TERRY L
251 MONROE DR	4101062	2019	164.64	314.64	157.32	157.32	M10	FOSSA, BARBARA E
253 HOUGHTON	4100695	2019	164.64	314.64	157.32	157.32	M10	EVANS JANISE T
259 LEDGE	4101411	2019	159.45	309.45	154.73	154.72	M10	PATEL DILIPKUMAR
265 LEDGE AVE	4100196	2019	71.06	221.06	110.53	110.53	M10	CALANDER, MARY ANN
27 ROSEWOOD AV	4102451	2019	160.20	310.20	155.10	155.10	M10	WHILE, CHRISTOPHER & KRISTINE
270 KENNEDY BLVD	4101843	2019	155.76	305.76	152.88	152.88	M10	EDGEHOUSE, JOHN & CHRISTINE
275 KENNEDY BLVD	4100247	2019	156.34	306.34	153.17	153.17	M10	MARKIEWICZ EDMUND
28 MAY AVE	4102525	2019	160.20	310.20	155.10	155.10	M10	HARTER, JASON A.
289 KENNEDY BLVD	4100307	2019	146.89	296.89	148.45	148.45	M10	DANILOFF, DAVID J & SUSAN A
29 BEECH AVE	4102307	2019	146.89	296.89	148.45	148.45	M10	QUIROGA NESTOR
291 LOWRIE BLVD	4100211	2019	164.64	314.64	157.32	157.32	M10	MAUSER BARBARA ANN & MAUSER RICHARD
32 HEIGHTS AVE	4101870	2019	7.96	157.96	78.98	78.98	M10	KELSAR, HAROLD J JR.
33 BEECH AV	4102306	2019	155.76	305.76	152.88	152.88	M10	MCCOY STEPHAN D & KISTER LYNN M
38 LOWRIE BLVD	4100128	2019	150.89	300.89	150.45	150.44	M10	SYLVESTRE ANDERSON
39 JAMES PL	4101884	2019	164.64	314.64	157.32	157.32	M10	WHITTEN, MATTHEW
45 BEECH AVE.	4101377	2019	146.89	296.89	148.45	145.44	M10	PITTMAN, SUSAN
45 HOUGHTON	4100625	2019	59.58	209.58	104.79	104.79	M10	FEJES, MARIA & JESSICA
46 FILLY LANE	4102508	2019	79.37	229.37	114.69	114.68	M10	PATEL DHARMENDRA & PATEL MOHINIBEN
48 BIRCH AV	4100607	2019	164.64	314.64	157.32	157.32	M10	HOUGH, LUNDA M
49 HOUGHTON	4100930	2019	164.64	314.64	157.32	157.32	M10	PANHORST TERESA J
51 ROSEWOOD AV	4100908	2019	55.16	205.16	102.58	102.58	M10	BURKETT, SUSAN
55 HORSESHOE CT UNIT E	4102445	2019	164.64	314.64	157.32	157.32	M10	AMBROSONE PETER NICHOLAS
59 CHESTNUT AVE.	4100495	2019	164.64	314.64	157.32	157.32	M10	BLUM, JOAN C.
59 FELL AVE.	4100038	2019	35.98	185.98	92.99	92.99	M10	GALO, WENDEE A
62 BEECH	4101583	2019	164.64	314.64	157.32	157.32	M10	BENEWIAT BERNARD & WALKER KELLY K
62 FILLY LN	4102508	2019	64.13	214.13	107.07	107.07	M10	SHAH, KALPESH
63 HEIGHTS AV	4101834	2019	164.64	314.64	157.32	157.32	M10	VILK BERNICE & WALLER SUSAN D
67 BIRCH AVE	4102147	2019	167.80	317.80	158.90	158.90	M10	DICKENS NICOLE & STEPHENS MICHAEL
71 HEIGHTS	4101533	2019	164.64	314.64	157.32	157.32	M10	KISER JOHNNY R JR
71 KENNEDY	4100243	2019	164.64	314.64	157.32	157.32	M10	SIEFER MARGARET & SIEFER MAURICE L
73 SUMMIT AVE.	4102143	2019	111.13	261.13	130.57	130.56	M10	MILADINOVIC, RYAN
75 CHESTNUT AV	4101678	2019	164.64	314.64	157.32	157.32	M10	NELSON, LINDSAY
76 SUMMIT AVE.	4100271	2019	164.64	314.64	157.32	157.32	M10	MUSARRA, JAMES & LINDA
80 MAY AVE	4101908	2019	164.64	314.64	157.32	157.32	M10	KNOX TIMOTHY R & KNOX ELISHA L
81C CANTER LN	4102430	2019	107.96	257.96	128.98	128.98	M10	RAY BRANDON M & TABITHA
86 MAPLE AVE	4101086	2019	165.04	315.04	157.52	157.52	M10	RITLEY, PAMELA
8961 CAMBRIDGE DR	4101561	2019	122.36	272.36	136.18	136.18	M10	BECKER GREGORY E

				SEWER MAINTENANCE			EXHIBIT A	
				DELINQUENT ACCOUNTS				
PROPERTY ADDRESS	PARCEL #	EFFECTIVE TAX YEAR	2019 BALANCE	ANNUAL AMOUNT	FIRST HALF TAX	SECOND HALF TAX	PROJECT TYPE	PROPERTY OWNER
8988 CAMBRIDGE DR.	4101390	2019	34.50	184.50	92.25	92.25	M10	AGOSTON WAYNE
9008 CRANBROOK DR	4101724	2019	164.64	314.64	157.32	157.32	M10	MCCLAY, RONALD & MARY
9020 MILFORD DR	4101653	2019	164.64	314.64	157.32	157.32	M10	BRESSMAN, CAROLE
9034 N PLAZA DR	4101089	2019	44.64	194.64	97.32	97.32	M10	BOWERSOX, TIMOTHY R & JENNY C
9040 MILFORD AVE.	4101550	2019	34.50	184.50	92.25	92.25	M10	KLEVER STEPHANIE N
9062 N PLAZA DR	4100585	2019	155.76	305.76	152.88	152.88	M10	POLLARD SUSAN
9067 N PLAZA DR	4101055	2019	164.64	314.64	157.32	157.32	M10	DORSEY, SUSAN ALLEN
9068 N PLAZA DR.	4100630	2019	70.49	220.49	110.25	110.24	M10	SHAW, KARL
9069 MILFORD	4100863	2019	180.20	310.20	155.10	155.10	M10	HUTCHINS, JANET
9075 MCKINLEY	4101033	2019	164.64	314.64	157.32	157.32	M10	BREGITZER DOUGLAS & BREGITZER MICHELLE
9079 CRANBROOK DR	4101934	2019	164.64	314.64	157.32	157.32	M10	FRITZ, DAWN E
9083 JEFFERSON DR	4100986	2019	164.64	314.64	157.32	157.32	M10	CRASI, DEREK
9085 ROOSEVELT DR	4100356	2019	27.74	177.74	88.87	88.87	M10	DEPEW, KIMBERLEY
9091 ROOSEVELT AVE	4100333	2019	107.96	257.96	128.98	128.98	M10	OTTRIX, VANESSA
9097 ROOSEVELT DR	4100505	2019	164.64	314.64	157.32	157.32	M10	LANSINGER-SIEGEL, LINDA M
9112 CAMBRIDGE DR	4101347	2019	164.64	314.64	157.32	157.32	M10	POPOVICH, PAMELA J
9130 COVENTRY DR	4101295	2019	164.64	314.64	157.32	157.32	M10	JAGGERS, KAREN L
9133 MILFORD DR.	4101844	2019	63.77	213.77	106.89	106.88	M10	ROBERTS, JEREMY J
9137 CAMBRIDGE DR	4101711	2019	164.64	314.64	157.32	157.32	M10	MCCOY, JACQUELINE M
9139 MILFORD	4101659	2019	151.32	301.32	150.66	150.66	M10	HOFMANN JAMEY & HOFMANN JO ANN
9146 CRANBROOK	4101528	2019	164.64	314.64	157.32	157.32	M10	SINCLAIR, JOHNATHEN
9151 CRANBROOK DR	4100045	2019	164.64	314.34	157.32	157.32	M10	BACHMAN BYRON ALAN
9153 N PLAZA DR	4100164	2019	164.64	314.64	157.32	157.32	M10	LINSEY, MICHAEL O
9154 COVENTRY DR	4100514	2019	180.20	310.20	155.10	155.10	M10	MAIER PARTNERSHIP LLC
9157 MILFORD	4100082	2019	164.64	314.64	157.32	157.32	M10	SHAY, MELISSA
9159 N PLAZA DR	4100816	2019	164.64	314.64	157.32	157.32	M10	PORCELLI, FRANK & ELIZABETH
9163 MILFORD AVE.	4100026	2019	146.89	296.89	148.45	148.44	M10	SIMMONS, GILBERTA M
9170 CRANBROOK DR	4101578	2019	165.26	315.26	157.63	157.63	M10	MELARI, RONALD
9172 COVENTRY DR	4101128	2019	164.64	314.64	157.32	157.32	M10	CIOCCA, JOHN & JUDY
9175 CRANBROOK DR	4101903	2019	164.64	314.64	157.32	157.32	M10	WISNIEWSKI, DIANE
9188 CRANBROOK	4101529	2019	164.64	314.64	157.32	157.32	M10	KAINEC, KURT
9190 COVENTRY DR	4101265	2019	164.64	314.64	157.32	157.32	M10	CHAPES JR, RICHARD J
9194 CRANBROOK DR.	4101073	2019	107.96	257.96	128.98	128.96	M10	MILLER, CALEB
9200 CRANBROOK DR	4100709	2019	164.64	314.64	157.32	157.32	M10	GARLOW, BRYAN F & REGINA M
9208 COVENTRY DR	4101179	2019	164.64	314.64	157.32	157.32	M10	HOVAN, THOMAS J & JANIS M
9217 LINCOLN DR	4100592	2019	164.64	314.64	157.32	157.32	M10	LONG, CYNTHIA
9222 MILFORD DR	4101598	2019	164.64	314.64	157.32	157.32	M10	GRIFFIN, LAWRENCE C
9229 LINCOLN DR	4100934	2019	20.44	170.44	85.22	85.22	M10	JEWETT BETTY G & JEWETT THURMAN D
9230 CRANBROOK DR.	4101258	2019	128.89	278.89	139.45	139.44	M10	LEONARD, JENNIE & KENNIE
9233 COVENTRY DR.	4101015	2019	34.50	184.50	92.25	92.25	M10	KAINEC, RYAN & CHRISTINE
9245 COVENTRY DRIVE	4101276	2019	164.64	314.64	157.32	157.32	M10	JONES, DANICA
9274 CRANBROOK DR	4101705	2019	164.64	314.64	157.32	157.32	M10	BARTOS, MARK E & JANIS R

				SEWER MAINTENANCE			EXHIBIT A	
				DELINQUENT ACCOUNTS				
PROPERTY ADDRESS	PARCEL #	EFFECTIVE TAX YEAR	2018 BALANCE	ANNUAL AMOUNT	FIRST HALF TAX	SECOND HALF TAX	PROJECT TYPE	PROPERTY OWNER
9274 TROTTER LN	4102367	2019	83.58	233.58	116.79	116.79	M10	MIROEWSKI, PAUL & MICHELE D.
9280 TROTTER LN	4102364	2019	157.04	307.04	153.52	153.52	M10	WILLIAMS MONICA M
9281 NORTH PLAZA DR.	4102397	2019	164.64	314.64	157.32	157.32	M10	HAMMOND, SONYA H.
9282 TROTTER LN	4102363	2019	152.91	302.91	151.46	151.46	M10	DUDDILA, SRIKANTH
9289 NORTH PLAZA DR	4102396	2019	164.64	314.64	157.32	157.32	M10	PIETROCINI, MARY E.
9292 MILFORD AVE.	4100710	2019	47.01	197.01	98.51	98.50	M10	NEW, DOUGLAS S. JR.
93 FELL AVE.	4100922	2019	34.50	184.50	92.25	92.25	M10	JONES, ERNEST W & MAXINE WILLIAMS
94 MAY AVE	4100570	2019	164.64	314.64	157.32	157.32	M10	JAMES, MICHAEL
9415 B PREAKNESS DR	4102408	2019	164.64	314.64	157.32	157.32	M10	MARRONE, KARLA M
97 FILLY	4102483	2019	164.64	314.64	157.32	157.32	M10	MERRITT MITCHELL R SR
98 MAGNOLIA AVE	4100513	2019	164.64	314.64	157.32	157.32	M10	MCTIGHE, PATRICK S & TRACY M
			18,713.04					

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-32

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
PROPERTY DONATION AGREEMENT WITH DEBRA BOOSE, EXECUTOR OF THE
ESTATE OF JEAN M. KINO, AND ACCEPT THE DONATION OF REAL PROPERTY
KNOWN AS 10414 ELECTRIC BOULEVARD TO THE VILLAGE**

WHEREAS, Debra Boose, as Executor of the Estate of Jean M. Kino desires to donate real property known as 10414 Electric Blvd. to the Village for municipal use and the use as a nature preserve; and

WHEREAS, the Village desires to accept that donation of real property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Property Donation Agreement, or an agreement that is substantially similar thereto, with Debra Boose, as Executor of the Estate of Jean M. Kino, for the donation of real property known as 10414 Electric Blvd. to the Village.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the Village and Ms. Boose desire that the Village acquire the real property as soon as possible, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

PROPERTY DONATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2020, by and between, Debra J. Boose, Executor of the Estate of Jean M. Kino, whose address is 3677 Sea Ray Cove, Aurora, Ohio 44202 ("Donor") and the Village of Northfield, Ohio, which address is 10455 Northfield Road, Northfield, Ohio 44067 ("Village"), collectively referred to as "the Parties".

WITNESSETH

ARTICLE 1. PROPERTY

1.01 Subject to the conditions set forth herein, Donor agrees to donate to the Village, and the Village agrees to accept from Donor, the real property known as 10414 Electric Blvd. in the Village of Northfield, Summit County, Ohio 44067, and known as Summit County Parcel No. 41000621, as described in Exhibit A, which is attached hereto and incorporated herein by reference. The land, building, and all other improvements located on the parcel are herein referred to as the "Property".

ARTICLE 2. DONATION

2.01 Donor is donating the Property to the Village for the Village's use as municipal property and a nature preserve without any compensation being paid by the Village to Donor for the Property. The Village agrees that the property shall not be developed or sold for a profit by the Village. The Village shall be permitted to utilize and maintain the garage on the premises if it chooses to do so.

ARTICLE 3. ESCROW

3.01. An escrow shall be opened by the Village within seven (7) days from the date this Donation Agreement is executed by the Parties, such time being agreed to be of the essence.

3.02. The close of such escrow and the Village's obligation to accept the Property pursuant to this Agreement are conditioned on the conveyance to the Village, by general warranty deed, of good and marketable title to the Property, as evidenced by a commitment for an Owners Fee Policy of Title Insurance, subject to all reasonable restrictions, easements, conditions, reservations, limitations, and zoning ordinances, and taxes and assessments, both general and special, that are not yet due and payable. Marketability of title will be determined in accordance with the title standards approved by the Ohio State Bar Association.

3.03. In the event Donor is unable to convey title to the Property as herein provided in a timely manner, the Village shall, at its election, either: (a) accept such title as Seller is able to convey; or (b) cancel this Agreement by giving written notice of such cancellation to Donor.

3.04. The expenses of closing described in this Article shall be paid in the following manner:

(1) The full cost of securing an Owners Fee Policy of Title Insurance, including the simultaneous issue of any endorsements described in Paragraph 3.02 of this Agreement, shall be paid by the Village. The cost of the examination and commitment described in Paragraph 3.02 shall be paid by the Village.

(2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to the Village in the manner described in this Agreement shall be paid by the Village.

(3) Any costs for recording the deed shall be paid by the Village.

(4) The cost of escrow and other closing fees shall be paid by the Village.

(5) The cost of any real estate transfer taxes, if any, shall be paid by the Village.

(6) Any real estate taxes related to the Property that are due and payable subsequent to the Closing Date of this transaction shall be paid by the Village.

ARTICLE 4. CLOSING & POSSESSION

4.01 This transaction shall be closed by the escrow agent within 30 days from the date this Agreement is executed, unless otherwise agreed to in writing, by both Parties. Possession of the Property shall be delivered to the Village upon Closing.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.01. Donor hereby represents and warrants for the exclusive benefit of the Village as of the date hereof and as of the date of the Closing, as follows:

(1) There are no mortgages or liens on the property;

(2) All real estate taxes and assessments due and owed at the time of the Closing Date of this transaction have been paid by Donor.

(3) There are no actions, suits, or other proceedings now pending or, to Donor's knowledge, information, or belief, threatened against or affecting the Property, nor to Donor's knowledge, are there any investigations pending or threatened against or affecting the property by any public or governmental agency or authority;

(4) To Donor's knowledge, Donor has not received any written notice from any governmental authority relating to any violation or alleged violation of any government codes, ordinances, laws, rules, or regulations affecting the Property;

(5) Donor has the authority as Executor of the Estate of Jean M. Kino to donate and

convey the Property to the Village, and all required consents to donate the Property to the Village have been received from any and all lawful heirs to the Estate of Jean M. Kino and the Summit County Probate Court.

The above representations, warranties, and covenants shall survive the Closing of this transaction. If any of the forgoing representations or warranties shall be determined to have been untrue or incorrect, the Village shall have the right to terminate this Agreement within twenty-one days of receipt of notice of the untruthfulness or incorrectness of any of the above representations, warranties, or covenants, whether or not such notice is received prior to or after the Closing date, and cancel this Agreement and/or convey the Property back to Donor.

5.02 The Village hereby represents and warrants for the exclusive benefit of the Donor, as of the date hereof and as of the date of the Closing, as follows:

(1) The consummation of this transaction and the execution and delivery of all documents to be executed and delivered by the Village pursuant hereto, have been, or will be prior to the Closing, duly authorized by the Village pursuant to law and will constitute a binding and enforceable obligation of the Village in accordance with the terms of this Agreement; and

(2) The Village will retain the Property as municipal property and a nature preserve.

The above representations, warranties, and covenants shall survive the Closing of this transaction.

ARTICLE 6. PROPERTY TO BE CONVEYED IN ITS "AS IS" CONDITION

6.01 UNLESS OTHERWISE SET FORTH HEREIN, DONOR SHALL CONVEY THE PROPERTY TO THE VILLAGE IN ITS "AS IS" CONDITION.

ARTICLE 7. MISCELLANEOUS

7.01. This Agreement shall be binding on the respective heirs, executors, administrators, and successors of the Parties.

7.02. No provisions, covenants, or representations contained in this Agreement shall survive the Closing except as expressly provided.

7.03. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

7.04. This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the aforesaid subject matter.

7.05. Time is of the essence of this Agreement.

7.06. This Agreement may be executed in counterparts which, when assembled, shall constitute one and the same agreement.

7.07. Donor and the Village each represent to the other that no broker is responsible for, or entitled to a commission growing out of this Agreement. The provisions of this Paragraph shall survive Closing.

7.08. For purposes of negotiating and finalizing this contract, any signed document, including but not limited to this Agreement, transmitted electronically shall be treated in all manner and respects as an original document. The signature of any party shall be considered for these purposes as an original signature. Any such electronic document shall be considered to have the same binding legal effect as an original document.

7.09 Submission of this form of the Agreement for examination and signature by Donor shall not bind the Village in any manner nor be construed as a final and binding agreement to accept the donation of the property until such Agreement is authorized by the Village of Northfield Council and executed by the Mayor of the Village of Northfield, and no contract or obligations of the Village shall arise until this instrument is executed by both Donor and the Mayor of the Village.

7.10 Prior to the Closing of this transaction, Donor shall be permitted to identify to the Village Service Department Superintendent or his designee up to four large rocks on the Property that Donor intends to remove from the Property. Donor shall have until December 1, 2020 in which to remove such identified rocks from the Property. If the identified rocks are to be removed by Donor after the Closing of this transaction, Donor shall make arrangements with the Village Service Department Superintendent or his designee as to the date on which the identified rocks will be removed by Donor or Donor's agent or contractor.

7.11 The Village and Donor agree to reach a mutual understanding as to the type and placement location of a sign and/or bench on the Property, to be paid for by Donor but installed and maintained by the Village, naming this municipal property and/or indicating that the Property was donated to the Village in memory of Andrew and Jean Kino.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder executed this Agreement this _____ day of _____ 2020.

DONOR:

Debra J. Boose,
Executor for the Estate of Jean M. Kino

VILLAGE OF NORTHFIELD:

Jesse J. Nehez,
Mayor, Village of Northfield

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Situated in the Village of Northfield, County of Summit, and State of Ohio: Being part of Original Lot 42 in Northfield Township, and bounded and described, as follows:

Being a strip of land 100 feet wide lying between the Eastern and Western portions of Electric Boulevard and extending Southerly from the center line of Beach Avenue, produced, to the center line of Maple Avenue, produced, in Liberty Park Subdivision, Plat of which is recorded in Plat Book 24, Pages 14, 15 and 16 of Summit County Record of Plats, be the same more or less, but subject to all legal highways. Containing 0.666 of an acre more or less.

Parcel No. 41-00621

Alt ID: NF0023704001000

VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-33
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AGREEMENT WITH NEW PLAZA MANAGEMENT IN CONNECTION WITH
THE VILLAGE NORTHFIELD ROAD STORMWATER DETENTION BERM PROJECT

WHEREAS, the Village and New Plaza Management, LLC ("Plaza") desire to improve the stormwater drainage on the Plaza property, Northfield Road, and nearby properties by providing for the construction and maintenance of a stormwater detention berm or mound, at the Village's sole expense, in the area between the paved portion of the Handel's Ice Cream lot and the Northfield Road sidewalk; and

WHEREAS, the Plaza and Village desire to enter into a Lease Agreement that would permit the Village to construct and maintain the above stormwater improvement project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Lease Agreement, or an agreement that is substantially similar thereto, with the Plaza, to lease the property indicated in the diagram that is part of the Lease Agreement attached hereto for the purpose of constructing and maintaining the stormwater detention berm described herein and in the attached Lease Agreement.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the Village desires to proceed with the stormwater drainage improvements as soon as possible, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ____ day of _____, 2020, by and between New Plaza Management, LLC, a Ohio limited liability company owning real property known as 10333 Northfield Road, Northfield, Ohio 44067, which office address is 9420 Olde 8 Road, Unit 2, Northfield Center Township, Ohio 44067 (hereinafter referred to as "Lessor") and the Village of Northfield, Ohio, an Ohio municipal corporation which address is 10455 Northfield Road, Northfield, Ohio 44067 (hereinafter referred to as "Lessee" or the "Village"), collectively referred to as the "Parties".

For and in consideration of the terms, covenants, and conditions contained in this Lease Agreement, the Parties hereby agree upon, subject to the terms, covenants, and conditions contained herein, as follows.

1. PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the portion of Lessor's 10333 Northfield Road property indicated as the Leased Premises on the diagram attached hereto and incorporated herein by reference. Said Leased Premises consists of a small strip of land between the west end of the paved portion of the Handel's Ice Cream lot and the sidewalk adjacent to Northfield Road, as indicated on the attached diagram (hereinafter referred to as the "Leased Premises").

2. PURPOSE. The Village is leasing the Leased Premises in order to install and maintain, at the Village's sole expense, an approximately 140 ft. by 12 ft. and up to 3 ft. high stormwater detention berm or mound between the west end of the paved portion of the Handel's Ice Cream lot and the sidewalk adjacent to Northfield Road, as depicted in the attached diagram and project description proposal that are attached hereto and incorporated herein by reference. The purpose of the project is to improve the stormwater drainage on the property, Northfield Road, and nearby properties. The Village agrees that its use of the Leased Premises will not interfere with the business now or hereafter conducted by Lessor or its Tenants.

3. TERM; POSSESSION. The term of this Lease shall commence on the 18th day of August, 2020 and run for a term of two (2) years terminating at midnight on the 17th day of August, 2022 (the "Term"). Thereafter, this Agreement shall automatically renew itself, running continuously for a period of three (3) consecutive of two (2) year terms (the "Renewal Terms"), unless either party shall give the other not less than ninety (90) days written notice prior to expiration of the Term or Renewal Term then running of either party's intention to terminate said tenancy at the expiration of the then existing Term or Renewal Term. The Agreement may also be terminated at any time by the mutual consent of the Parties.

4. RENT. The Lessee shall pay to the Lessor, at the office of the Lessor or at such place as Lessor may designate, without prior demand thereof and without any deduction, as fixed rent for the Leased Premises, the sum of One Dollar (\$1.00) per year for each Term or Renewal Term for which this Agreement remains in effect, which sum shall be paid in advance prior to the commencement date for each annual Term or Renewal Term of this Lease.

5. CARE AND DAMAGE TO THE PREMISES. The improvements to the Leased Premises described herein shall be made at the Village's expense. The Village shall at all times during the Term or any Renewal Term of this Lease, maintain the Leased Premises in a clean and properly cared for condition. In its use of the Leased Premises, the Village shall act in accordance with all laws, orders, and regulations of the federal and State governments and all Village Laws pertaining to the condition of exterior premises. The Village shall not damage the remainder of Lessor's premises in connection with any work performed on or improvements made to the Leased Premises. In performing any work or improvements on the Leased Premises, the Village shall not damage or interfere with any utilities servicing Lessee's property.

During the Term of this Lease or any Renewal Term, the Village shall be responsible for any damage or personal injuries occurring on the Leased Premises but shall be permitted to seek restitution and other damages in the event that the Leased Premises or any person suffers damage or injuries as a result of actions or inactions of third parties.

All improvements made by the Village during the Lease Term or any Renewal Term shall become the property of Lessee after the termination date of this Lease.

6. REAL ESTATE TAXES.

Lessor shall continue to pay all real estate taxes and assessments, if any, applicable to the Leased Premises during the Lease Term or any Renewal Term.

7. ASSIGNMENT OR SUB-LETTING. Lessee shall not assign this Lease, nor sublet the Premises or any part thereof to any other person or entity.

8. WAIVER. No waiver of any term or condition contained in this Lease shall be implied by any neglect to declare a forfeiture on account of its violation even though the violation is continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and only for the time and manner specifically stated. This Lease cannot be modified except by an instrument in writing.

9. SUBORDINATION OF LEASE. Lessee agrees to execute and deliver at any time and from time to time, upon the written request of Lessor, a waiver of priority of Lessee's rights

arising by virtue of this Lease, thereby subordinating this Lease in favor of a first mortgage loan, or in favor of any first mortgage lien, or any refinancing or replacing of a first mortgage loan.

10. MECHANICS' LIENS. Neither Lessee nor anyone claiming through Lessee shall have the right to file or place any mechanic's lien or other lien upon the Leased Premises or improvements or upon Lessee's or Lessor's leasehold interest. Lessee agrees to furnish notice to any and all contractors and sub-contractors who may furnish, or agree to furnish, any such material, service, or labor, that liens may not attach to the property. Should the Village cause any lien to attach to the property, the Village shall, within forty-five (45) days after written notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the Leased Premises on Lessee's behalf.

11. NOTICES. Any notice by either party to the other shall be in writing and deemed to have been proper if delivered personally or sent by regular U.S. Mail, postage prepaid, to Lessor, New Plaza Management, LLC at 9425 Olde Eight Road, Unit 2, Northfield Center Township, Ohio 44067; or if to the Village of Northfield, c/o the Mayor, at 10455 Northfield Road, Northfield, Ohio 44067; or, to either, at such other address as Lessee or Lessor, respectively, may designate to the other, in writing.

12. NO OTHER REPRESENTATIONS. No representations or promises shall be binding on the Parties except those representations and promises contained in this Agreement or in some future writing signed by the party making such representations or promises.

13. APPLICABILITY TO HEIRS AND ASSIGNS. The provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, successors, transferees, legal representatives, and assigns.

The Parties hereto have executed this Lease as of the day and year first above written.

LESSOR: NEW PLAZA MANAGEMENT, LLC

Signature: _____

By: _____

Title: _____

STATE OF OHIO)
) ss.
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, the _____ of New Plaza Management, LLC, the Lessor, who acknowledged that he did sign this Lease Agreement, and the same is his free act and deed on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio the ____ day of _____, 2020.

NOTARY PUBLIC

LESSEE: THE VILLAGE OF NORTHFIELD

Jesse J. Nehez, Mayor

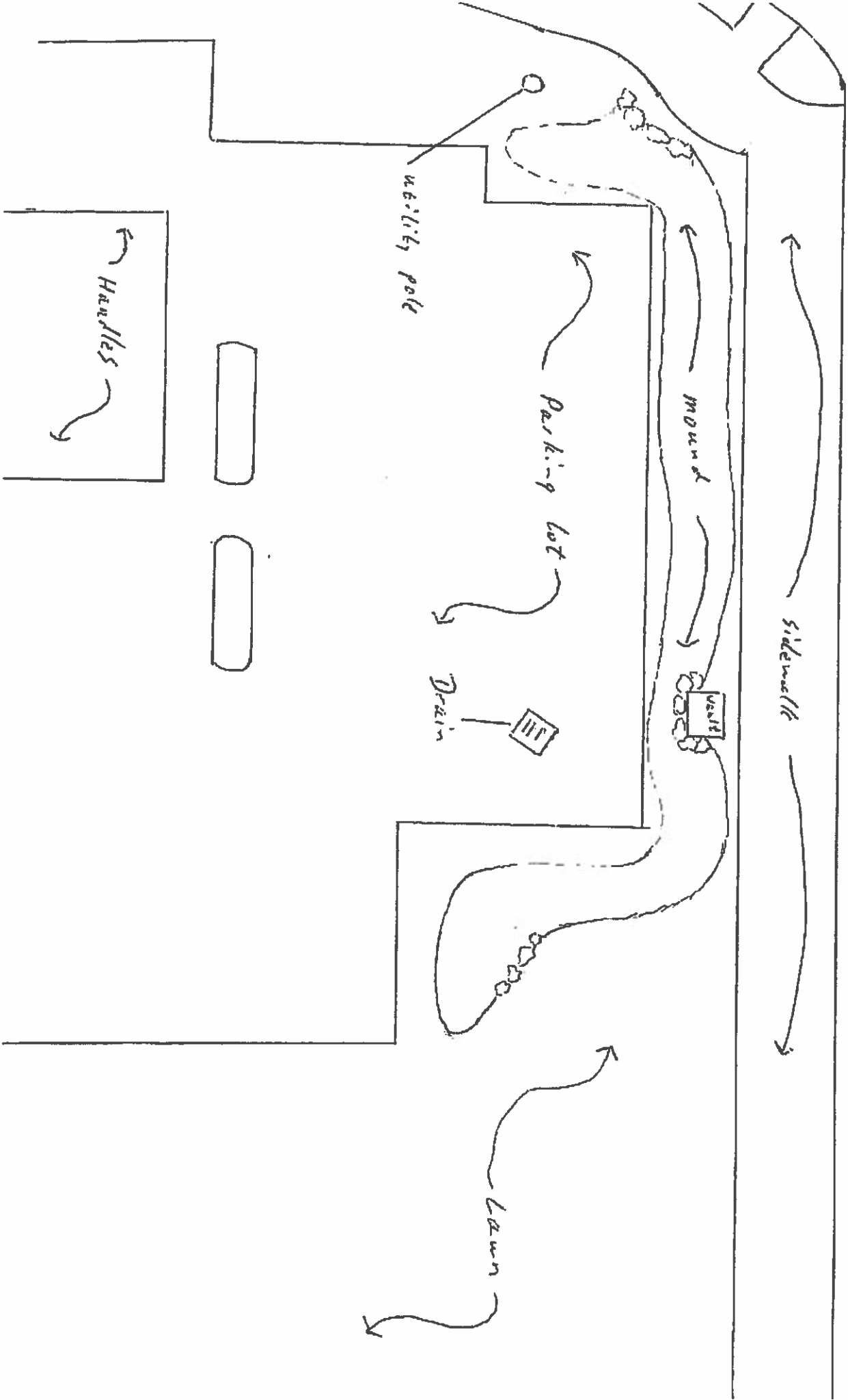
STATE OF OHIO)
) ss.
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jesse J. Nehez, authorized agent and Mayor of the Village of Northfield, Ohio, the Lessee, who acknowledged that he did sign this Lease Agreement on behalf of the Village of Northfield, and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Village of Northfield, Ohio the ____ day of _____, 2020.

NOTARY PUBLIC

Northfield rd



Delivering quality landscape work to surpass our customer's expectations

Village of Northfield
10455 Northfield rd
Northfield, Oh 44067

- ☐ Landscape proposal
☐ Lawn maintenance proposal
☐ Snow plowing proposal

☐ Telephone book
☐ Newspaper
☐ Referral _____
☐ Other _____

[illegible]

Don't know

Signature _____ Date _____